

NANCY WINPIGLER SHOEMAKER, : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 CHARLES MELVIN SHOEMAKER, : FREDERICK COUNTY
 Defendant. : EQUITY NO. 28,407

LEGAL MEMORANDUM

The Facts

The parties to the Bill for Sale and Counterclaim, Charles Melvin Shoemaker and Nancy Winpigler, began to live with one another in 1973 at the Waverley Apartments. During 1973, the parties entered into agreements to purchase five building lots from Deer Spring Farms, Inc. The parties intended to purchase one of these lots, Lot 2, for their home where they would both live after the completion of their house. The parties intended to enter into a partnership venture with regard to the remaining four lots with the idea of constructing houses and selling the lots and houses for profit. Toward this end each party agreed to advance money for this purpose; Charles Shoemaker advancing \$3,500.00 and Nancy Winpigler advancing \$2,000.00. The house on Lot 1 was completed in April of 1974 and sold; however, there was no profit made on the sale of the house and lot. The house on Lot 2 was started in July 1975 and the parties began to live together in the home in September, 1975; however, the house has never been completed. The house on Lot 3 was completed in January 1976 and subsequently sold, however, the parties suffered at least a \$12,000 loss. Lot 9 was sold outright without a house having been constructed in the Fall of 1975. The lot was sold for \$800.00 more than the purchase price of \$13,900; however, after taking into consideration, settlement costs, mortgage payments, property taxes, recording fees, etc., there was a net loss on the sale of this property. The remaining lot, Lot 18, has not been sold and is the subject of this proceeding.

Saled August 10, 1979

*Total
4 lots
1-2-3-
4-18
at 9 sold*